IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO. 1958 OF 2004

Reuters India Pvt.Ltd. .. Plaintiffs

versus

C.F.L. Securiteis Ltd. .. Defendants

...

Mrs.V.S. Gupte i/b Dholakia Gupte for the plaintiff.

CORAM : D.G. KARNIK,J.

DATED : 30th March 2005.

P.C.:

1. Heard the learned counsel for the plaintiff. None present for the defendant. The plaintiff has filed on record affidavit of service dated 9th February 2005. Despite service of writ of summons on the defendant on 13th August 2004, the defendant has not filed an appearance.

2. The plaintiff has also filed on record original documents along with a list. The documents

are collectively marked Exhibit-A. I have perused the plaint and the documents filed on record. A written agreement was entered into between the plaintiff and the defendant under which the plaintiff agreed to provide reuter services to the defendant who agreed to pay as per the agreed rate. The original agreement as well as order forms signed by the defendant are filed on record. The plaintiff has sent to the defendant invoices copy of which are also filed on record. As the defendant failed to pay, the plaintiff by an Advocate's notice dated 24th June 2004 demanded payment. Copy of the notice and acknowledgement is also filed on record.

3. In the absence of any defence put up by the defendant, the case of the plaintiff is believed. The plaintiff is also entitled to a decree under order 39 Rule 2(3) of the Code of Civil Procedure. Hence, suit of the plaintiff is decreed as follows:-

4. The defendant shall pay to the plaintiff a sum of Rs.1,84,709.02 together with interest thereon at 9% p.a. from the date of the suit till payment and all costs of the suit.

D.G. KARNIK, J